

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE GS-33F-0009P	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. MODIFICATION No. PS0032	3. EFFECTIVE DATE October 19, 2009	4. REQUISITION/PURCHASE REQ. NO. BPA No. GS-33F-QPNBQ	5. PROJECT NO. (IF APPLICABLE)	
6. Issued By General Services Administration, FAS Office of Acquisition Operations 2200 Crystal Drive, Suite 300 Arlington, VA 22202 (express) or 20406 (regular)	Code QMAD	7. ADMINISTERED BY (If other than Item 6) Code		
8. Name and Address of Contractor (No., street, county, State and ZIP Code) Corporate Lodging Consultants, Inc. 8110 East 32nd Street North, Suite 200 Wichita, KS 67226-2614 Tel. 316-219-4204 DUNS: 087424511		(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. BPA GS 33F QPNBQ 10B. DATED (SEE ITEM 13) September 7, 2005		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended ☐ is not extended. Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Payment is via the Government purchase card

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4, paragraph (c), Changes (OCT 2008)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Contractor is hereby permitted to include the **Direct Lodging Reimbursement Program** to the Blanket Purchase Agreement as discussed in the attachment hereafter. This is an optional service under SIN 599-3 that Federal agencies may request in conjunction with the outsourced lodging program already operating under SIN 599-3.

All other contract terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Tim Downs, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Craig D. Yokum Contracting Officer	
15B. CONTRACTOR/OFFEROR [Signature] (Signature of person authorized to sign)	15C. DATE SIGNED (INSERT DATE) 10/27/09	16B. UNITED STATES OF AMERICA Craig D. Yokum BY (Signature of Contracting Officer)	16C. DATE SIGNED (INSERT DATE) OCT 27 2009

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15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED [INSERT DATE]	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED [INSERT DATE]
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	



October 14, 2009

Craig D. Yokum
Contracting Officer
Travel Acquisition Support Division
US General Services Administration
2200 Crystal Drive, Suite 300
Arlington, VA 22202

Mr. Yokum:

Thank you for the opportunity to submit this proposed modification to Corporate Lodging Consultants' (CLC's) contract (GS-33F-0009P) under the General Services Administration's (GSA's) Travel Services Schedule. This proposal is being submitted in response to a specific need identified by the Federal Emergency Management Agency (FEMA) to provide a Direct Lodging Reimbursement Program for victims of national disasters. As GSA's and FEMA's partner for management and administration of the Emergency Lodging Assistance Program, CLC is uniquely qualified to deliver a solution that leverages the government's prior investments and provides valuable integration between these two programs.

Based on our discussion, we have prepared the attached proposal to describe the services CLC will provide. In addition to providing a description of services, we have also included our proposed pricing for these services. Should you have any questions or concerns about the attached document, please feel free to contact me at 202-276-5896 or via email at seasterday@corplodging.com. I look forward to speaking with you further.

Very Respectfully,

A handwritten signature in black ink, reading "Stephen E. Easterday".

Steve Easterday
Government Markets
Corporate Lodging Consultants

Proposal to Provide

**Direct Lodging
Reimbursement Program**

under

**General Services Administration's
Travel Services Solution
Contract # GS-33F-0009P**



October 12, 2009



8111 East 32nd Street North, Suite 300
Wichita, Kansas 67226

October 14, 2009

- 2 -

Corporate Lodging Consultants

This document contains sensitive proprietary information.

1.0 Objectives of Direct Lodging Reimbursement Program

CLC will design, manage and staff systems, processes and procedures in support of Direct Lodging Reimbursement Program. The objectives of this program are:

- Provide government agencies with the ability to receive, process and issue lodging reimbursement payments to authorized recipients
- Maintain strong financial controls over the process by reviewing applications and applying program specific business rules before issuing payments
- Provide this support in a cost effective manner

2.0 Program Requirements

1. Government Agency will notify CLC of intent to Activate Direct Lodging Reimbursement Program. **The initial Implementation of a Direct Reimbursement Program typically requires 1-2 months. Once implemented, Activation typically requires 2-4 weeks advance notice (depending on program volume and complexity of program rules).**
2. CLC will establish a process for receipt of applicant reimbursement request packages.
3. Government Agency, upon determining an applicant is eligible for reimbursement, will instruct the applicant to submit completed lodging reimbursement packages utilizing the aforementioned process. Government Agency will provide applicants with instructions and standard forms to be submitted with each direct reimbursement package that includes all data elements required for processing. Government Agency will also communicate program rules and guidelines for reimbursement.
4. CLC will receive lodging reimbursement packages and digitally scan the contents of each package. A digital image file containing the contents of each scanned package will be tagged with a unique identifier for ease in subsequent indexing and retrieval. Hard copy lodging reimbursement packages will be boxed and securely stored for a period of three years and (unless otherwise required by Government Agency) destroyed at the end of that time period.
5. CLC will confirm eligibility for reimbursement by reviewing the digitally imaged lodging reimbursement packages and comparing them to data and criteria supplied by Government Agency. CLC will extract data from these images and enter appropriate applicant, lodging and payment data into its lodging reimbursement system. CLC will only enter lodging data, and will scan, but will not otherwise enter, non-lodging data.
6. CLC will implement several specific procedures designed to minimize the potential for Waste, Fraud and Abuse (WFA) in this program. Lodging reimbursement packages that fail WFA procedures will be flagged and forwarded to Government Agency for resolution/guidance.
7. CLC will send eligible lodging reimbursement payment guidance to Government Agency for approval before issuing payment. CLC will also send tagged image files

that include all documents contained in the submitted lodging reimbursement package.

8. CLC will send lodging reimbursement packages determined to be ineligible, or that fail a WFA procedure to the Government Agency for review.
9. Government Agency will review and approve the applicant's charges and return the information electronically to CLC so CLC may issue reimbursement payment.
10. CLC will draw funds for payment from a Government Agency designated account and issue payment to applicants via an electronic Automated Clearing House (ACH) payment, or by mailing a reimbursement check.
11. Upon issuing payment, CLC will send Government Agency confirmation that payment was made to the applicant.

3.0 Proposed Pricing

CLC's proposed pricing for this program includes a fixed fee for new customer program implementation, a fixed fee for activation of the program, and a transaction fee based on the volume of applications processed.

CLC Proposed Project Pricing

1. Fixed Fee for New Customer Implementation: \$100,000
 - Invoiced once for new customer implementation.
 - Invoiced upon completion of Direct Lodging Reimbursement Program setup by CLC.
2. Fixed Fee for Program Activation: \$35,000
 - Invoiced for each Activation of the program by a customer.
 - Invoiced upon notification by Government Agency of intent to Activate Direct Lodging Reimbursement Program.
3. Fixed Transaction Processing Fee: Consistent with GSA Approved BPA Pricing
 - Nightly Transaction Fee in accordance with GSA approved pricing:
 - i. First 300,000 Room Nights @ \$2.69 per night
 - ii. Next 700,000 Room Nights @ \$2.48 per night
 - iii. Above 1,000,000 Room Nights @ \$1.99 per night
 - Invoiced monthly during periods of activation.
4. Fixed Transaction Processing Fee Minimum: A minimum of 5 room nights (or actual room nights if above 5) will be charged per lodging reimbursement package processed.

Description of Pricing Elements

Proposed Fee	Description	Amount	CLC Activities
Implementation Fee	Charged once per customer, upon client's initial implementation (see note 1 below)	\$100,000	Program requirements analysis, business rules definition, application programming (test and development), establish connectivity and systems
Activation Fee	Charged once per disaster, upon activation of system (see note 2 below)	\$35,000 for the initial Activation in a calendar year; \$25,000 for each subsequent Activation within the same calendar year	Secure facilities/space, configuration of workstations, activate third-party interfaces, stand-up website or print reimbursement forms, recruit and train processing staff
Processing Fee	Charged monthly for completed processing of reimbursement requests	\$2.69-\$1.99 per night 5 night minimum per reimbursement request processed	Receive, audit and process reimbursement requests, submit proposed reimbursements for client approvals, issue reimbursements

1. *The Federal Emergency Management Agency (FEMA) has previously implemented a similar reimbursement program with CLC. As part of this implementation, FEMA paid a fee similar to the Implementation Fee described above. As such FEMA, under this contract, will not be charged an additional Implementation Fee, however Activation Fees and Processing Fees (as described above) will still apply.*
2. *The Activation Fee is triggered by a client's written notification to CLC of their intent to activate and use this program for a unique disaster event. The scope, definition and expected duration of a disaster event will be jointly agreed on by the client and CLC. The Activation Fee is an annual fee, and covers usage within a calendar year (Jan – Dec). No client will be charged more than one Activation Fee per year for similar disaster events within the same calendar year (i.e., one activation fee will cover multiple hurricanes within a single hurricane season, assuming no major changes to program requirements/business rules.)*